

In re:
William Terral Smith
Debtor

Case No. 22-13116-mdc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2
Date Rcvd: Sep 18, 2023

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 20, 2023:

Recip ID	Recipient Name and Address
db	William Terral Smith, 2645 Parma Rd, Philadelphia, PA 19131-2708

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 20, 2023

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 18, 2023 at the address(es) listed below:

Name	Email Address
BRIAN CRAIG NICHOLAS	on behalf of Creditor Government Loan Securitization Trust 2011-FV1 U.S. Bank Trust National Association, not in its individual capacity but solely as Delaware trustee and U.S. Bank National Association, not in its indivi bnicholas@kmlawgroup.com, bkgroup@kmlawgroup.com
KENNETH E. WEST	ecfemails@ph13trustee.com philaecf@gmail.com
KENNETH E. WEST	on behalf of Trustee KENNETH E. WEST ecfemails@ph13trustee.com philaecf@gmail.com
MARK A. CRONIN	on behalf of Creditor Government Loan Securitization Trust 2011-FV1 U.S. Bank Trust National Association, not in its individual capacity but solely as Delaware trustee and U.S. Bank National Association, not in its indivi bkgroup@kmlawgroup.com
MICHAEL A. CIBIK	on behalf of Debtor William Terral Smith mail@cibiklaw.com cibiklawpc@jubileebk.net;ecf@casedriver.com
MICHAEL I. ASSAD	on behalf of Debtor William Terral Smith mail@cibiklaw.com cibiklawpc@jubileebk.net;ecf@casedriver.com
MICHAEL PATRICK FARRINGTON	

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on behalf of Creditor Government Loan Securitization Trust 2011-FV1 U.S. Bank Trust National Association, not in its individual capacity but solely as Delaware trustee and U.S. Bank National Association, not in its indivi
mfarrington@kmlawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM EDWARD CRAIG

on behalf of Creditor Credit Acceptance Corporation ecfmail@mortoncraig.com mortoncraigecf@gmail.com

TOTAL: 9

Certificate of Notice Page 3 of 5
**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

William Terral Smith <u>Debtor(s)</u> Government Loan Securitization Trust 2011-FV1, U.S. Bank Trust National Association, not in its individual capacity but solely as Delaware trustee and U.S. Bank National Association, not in its individual capacity but solely as Co-Trustee <u>Movant</u> vs. William Terral Smith <u>Debtor(s)</u> Kenneth E. West <u>Trustee</u>	CHAPTER 13 NO. 22-13116 MDC 11 U.S.C. Section 362
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STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of July 26, 2023, the post-petition arrearage on the mortgage held by the Moving Party on the Debtor's residence is **\$4,824.96**. Post-petition funds received after July 26, 2023, will be applied per the terms of stipulation as outlined here. The arrearage breaks down as follows;

Post-Petition Payments:	February 2023 through August 2023 at \$689.28/month
Total Post-Petition Arrears	\$4,824.96

2. Debtor shall cure said arrearages in the following manner:

a). Within fourteen (14) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$4,824.96**.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$4,824.96** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due September 2023 and continuing thereafter,

Debtor shall pay to Movant the present regular monthly mortgage payment of \$689.28 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: August 3, 2023

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire
Attorney for Movant

Date: August 18, 2023

/s/ Michael I. Assad

Michael I. Assad
Attorney for Debtor(s)

No Objection - Without Prejudice
To Any Trustee Rights or Remedies

Date: September 15, 2023

/s/ LeeAne O. Huggins

Kenneth E. West
Chapter 13 Trustee.

Approved by the Court this 18th day of September, 2023. However, the
court retains discretion regarding entry of any further order.



Bankruptcy Judge
Magdeline C. Coleman.